It is hereby ordered that notice to bidders be published in the following form:

#### NOTICE TO BIDDERS

PURSUANT to the Order of the Board of Supervisors of Tunica County, Mississippi, notice is hereby given that said Board will receive sealed bids until **4:00 o'clock p.m., Monday, September 20, 2021** for the purchasing of supplies and materials for the operation, maintenance, repairing, and construction of roads and bridges of said county for a period of <u>fifteen (15) months (beginning October 1, 2021 and ending December 31, 2022)</u>, <u>unless otherwise specified on individual bid</u>, in such quantities as may be ordered by the Board during said period, such supplies and materials are specifically listed and specified on lists thereof approved by said Board and on file with the undersigned Clerk of the Board of Supervisors and the County Road Manager, but are generally described as follows:

## **Supply Bids**

- o Item #1- Bituminous Pavement
- o Item #2-Hot Bituminous Pavement
- Item #3-Paint Striping
- o Item #4-Granular Materials
- o Item#5-Sand & Gravel
- o Item #6-Matt & Seal
- o Item #7-Corrugated Metal Pipes (Round)
- o Item #8-Corrugated Metal Pipes (Arched)
- o Item #9-Concrete Culvert Pipes
- o Item #10-Polyethylene Culvert Pipes and Couplings
- o Item #11-Roadside Chemicals
- o Item #12- Grader Blades
- o Item #13-Road Sign Post
- o Item #14-Lawn & Park Mowing
- o Item #15-Vehicle Services
- o Item #16-Right-of-Way Mowing (Casino Center, Casino Way, Casino Resorts Strip Blvd, Fitzgerald's Blvd and Harrah's Parkway North and South, U.S. Hwy 61 from the Tunica/Desoto county-line to 4 tenths of a mile south of Hwy 304).

Specifications and bid forms for each item may be obtained from the undersigned or the Central Road Department of the County and each bid shall be submitted in a sealed envelope marked "Bid for Item \_\_\_\_\_". Where required by law, each bid shall show the registration of license number of the Bidder and the submission of the bid shall constitute a representation that the bid does not exceed the price permitted by law, and that the materials offered meet the specifications of the Board. All bids shall be submitted F.O.B. Tunica County Central Road Headquarters, unless otherwise noted in the specifications for a particular item. The Board reserves the right to refuse to consider any bid which does not comply with the foregoing provisions contained within the individual specifications.

This the 30 <sup>th</sup> day of August, 2021
Clerk of the Board of Supervisors
Thus ordered, this the 30 <sup>th</sup> day of August, 2021
Mckinley Daley, President of the Board of Supervisors

## THIS DOCUMENT MUST BE SIGNED & ATTACHED TO ALL BIDS SUBMITTED

Tunica County, Mississippi INVITATION TO BID

Tunica County, Mississippi, is requesting your bid on all or any of the items or equipment listed in the attached specifications. Bids will be received until 4:00 o'clock pm, Monday, September 20, 2021, and opened immediately thereafter. Bids are to be submitted sealed and in <u>duplicate to:</u> Postal Address: P.O. Box 639, Tunica, MS 38676 (Please do not mail to this address if package is expected to arrive prior to 9:00 a.m.); Physical Address: 1300 School Street, Tunica, MS 38676 (Please address to Chancery Clerk's Office, if expected to arrive day of bid opening, please check with your carrier for expected delivery times.)

**SAMPLE ENVELOPE:** 

Company	Stamp
Address	Here
City, State Zip	
	Tunica County Courthouse
	Attn: Rechelle Siggers, Chancery Clerk
	P.O. Box 639
	Tunica, MS 38676
ANNUAL BIDS	
Bid for Item Nun	ıber:
September 20, 20	21,at 4:00 p.m.

Please mark bid in the **BOTTOM LEFT-HAND CORNER** of envelope on one line the particular item number(s) (*located at the Top Right-hand Corner of each bid sheet*) being bid and on the second line the Date and Time of bid opening (see below); Bids must be sealed, properly marked, and received before **4:00 p.m. on Monday, September 20, 2021** by the Chancery Clerk's office. **Please include in envelope two (2) copies of bid.** 

Prices shall be bid F.O.B. Tunica County Central Maintenance Headquarters, unless otherwise specified and must include any pre-delivery and/or set-up charges, title and inspection where applicable.

No responsibility will attach to any person or persons employed by the Board for premature opening of any bid not properly addressed and identified as stipulated above.

Bids may be withdrawn upon written notice or upon telegraphic request received from bidders prior to the time and date so designated for the opening, but may not be thereafter withdrawn for thirty (30) days.

The Tunica County Board of Supervisors reserves the right to determine the lowest and best bid, and to accept or reject any and all bids or any part of any bids based on that determination. The Tunica County Board of Supervisors also reserves the right to accept the alternate bid and if the original contractor fails to perform pursuant to the terms specified herein, then the Board of Supervisors may elect to terminate the original contract and allow the alternate bid to have the contract. The contract (bid once accepted) may not be transferred or assigned as Tunica County will be accepting the bid based on the same being the lowest and best bid which will include Tunica County considering the competence of the successful bidder. If the contract is transferred or assigned, then Tunica County may terminate the same. Tunica County reserves the right to terminate any or all of the attached contracts that follow in the event of a natural disaster or financial crisis. In such case, the contractor will be notified per written notice and the contract will be null within 10 days.

No bid shall be accepted which does not comply with Section 19-13-17 Mississippi Code of 1972 annotated pertaining to the requirement for a registration license and a bond.

Prices bid shall be firm without reservation as to change subsequent to date of bid opening and shall remain so for the duration of the contract as set forth in specifications. In the event that no term contract is involved, orders shall be place with successful bidder within thirty (30) days of the bid opening or this clause shall be considered void. In the event that a four (4) year contract is involved, the contract shall not exceed four (4) years and the cost to Tunica County shall be increased or decreased upon the anniversary date of the contract by an amount equal to 100% of the same percentage changes in the United States Department of Labor All Items Consumer Price Index (CPI) established for the southeast region.

It shall be incumbent upon each bidder to understand the specifications as listed herein and to obtain clarification when necessary. It is not the intent of the specifications to limit the bidding to any make or manufacturer of equipment or items of commodity, but rather to select such equipment and/or commodities to fill a specific need and perform a specific task. Any reference to name brand equipment or commodities is intended to establish standards only and bids submitted on equipment and commodities equal to thereto shall be received and considered.

Changes in Material Costs: Because of the uncertainty in estimating the costs of petroleum products that will be required during the life of a contract, adjustment in compensation for certain materials is provided as follows: Bituminous Products: Each month the Engineer will acquire unit prices from producers or suppliers who supply the State Highway construction industry with bituminous products. The average of all quotes for each product will serve as the base price for contracts let in the subsequent month; Fuels: Selected cash price quotations for bulk gasoline and diesel fuel will be taken from Platt's Oil gram PAD 2 and PAD 3. The appropriate adjustment per gallon for gasoline and diesel fuel will be added to the quotations to allow for taxes and markups. The prices thus determined will serve as the base prices for contracts let in the subsequent months. The established base prices for bituminous products and fuels are noted on Page 3 of this contract entitled "Petroleum Products Base Prices for Contracts let in August 2021". Each month thereafter the Engineer will be furnished with the current monthly prices. Adjustments for change in cost will be determined from the difference in the contract base prices and the prices for the period that the work is performed and for the quantities completed provided the price change in a product is more than five percent (5%). Adjustments may increase or decrease compensation depending on the difference between the base prices and prices for the estimate period. The adjustments will be determined for the quantities of bituminous products and the average fuel requirements for processing a unit of work as set forth herein.

The bidder agrees to all provisions set forth above and agrees to deliver those items, on which he is the awarded bidder, in accordance with these instructions.

Company Name		Mississippi License Number		
Address		Company Representative (Print Name)		
City	St Zip	Company Representative Signature		
Phone	Fax	Date		

## 2021 BID • BITUMINOUS PAVEMENT

Sealed bids will be received for Bituminous Pavement. All prices shall be valid for a period of not less than <u>fifteen</u> (15) months from the date of bid acceptance by the Tunica County Board of Supervisors.

Bids shall be on the basis of price <u>per ton</u>, loaded on county trucks at <u>plant</u>, or delivered to the <u>Central Maintenance</u> <u>Headquarters</u> located at 5250 Old Mhoon Landing Road. Line items will be noted below as to the delivery option.

Material shall conform to Section 400 of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

Item		Qu	antity	Bio	d Price/Deliver	y
Cold Bituminous Pavem	ent	5 to	on min.	\$_		per ton/headquarters
Cold Bituminous Pavem	ent	5 to	on min.	\$_		per ton/plant
SC-1 Hot Bituminous Pa	evement	5 to	on min.	\$_		per ton/plant
Plant Mix Bituminous B	ase	5 to	on min.	\$_		per ton/plant
Company Name			_		Mississippi Lice	nse Number
Address			_		Company Repre	sentative (Print Name)
City	St	Zip	_		Company Repre	sentative Signature
Phone	Fax		_		Date	

## 2021 BID • HOT BITUMINOUS MATERIAL

Bids: Sealed bids will be received for Hot Bituminous Material. All prices shall be valid for a period of not less than fifteen (15) months from the date of bid acceptance by the Tunica County Board of Supervisors.

All of the following items bid shall be in place throughout the County, and adjacent areas if specified. The Contractor shall furnish all equipment, labor, materials, and other items necessary to execute work being bid. It shall be the responsibility of the Contractor, that all work performed meet the minimum criteria of the standards in the most recent edition of the Manual of Mississippi Standard Specifications for State Aid Road and Bridge Construction, unless a deviation order has been issued by the office of the County Engineer or the County Road Manager, prior to the beginning of any work. The Contractor shall bid on per ton basis.

Warning Signs: The Contractor shall, before beginning of any work in any area, place proper legal warning signs in accordance with the requirements of the latest edition of the Mississippi Standard Specifications of State Aid Road and Bridge Construction Manual and the manual on Uniform Traffic Control Devices.

Mobilization: The Contractor shall coordinate, with the County Road Manager, all routes of delivery to any location, before any material or equipment is transported on any county roadway, at which time weight limits, speed limits and other pertinent information may be discussed.

Insurance: The Contractor shall have a current Certificate of Liability and Workmen Compensation Insurance, in such amount necessary that no liability for work performed shall be burdened on the Board of Supervisors, County Road Manager, or their authorized representatives, at any time. No order to proceed shall be issued until copies of certification are on file in the office of the Clerk of the Board of Supervisors.

Payment: The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{\text{th}}\,\text{day}$  of the month of which the work was performed.

The Contractor shall base his bid on the units requested, including all labor, transportation, machinery, and other items necessary for the complete installation of product bid.

The undersigned agrees that if this bid is accepted, the terms and provisions for the Notice to Bidders for the listed items shall become a part of this bid and the undersigned will comply with the same. The undersigned submits bid for supplying such items for period in Notice to Bidders as follows:

Hot Bituminous Material (in place throughout the county)

HTBC Binder Mix			\$		
			\$	/250-500 Tons	
			\$	/500-1000 Tons	
			\$	/1000 + Tons	
HTBC Surface Mix		\$			
			\$	/250-500 Tons	
			\$	/500-1000 Tons	
			\$	/1000 + Tons	
Company Name			<del></del>	Mississippi License Number	
Address				Company Representative (Print Name)	
City	St	Zip		Company Representative Signature	
Phone	Fax			Date	

#### 2021 BID • PAINT STRIPING & DELINEATORS

**Bids:** Sealed bids will be received for road/street/highway paint striping and delineators. All prices shall be valid for a period of not less than <u>fifteen (15) months</u> from the date of bid acceptance by the Tunica County Board of Supervisors.

All of the following items bid shall be in place throughout the County, and adjacent areas if specified. The Contractor shall furnish all equipment, labor, materials, and other items necessary to execute work being bid. It shall be the responsibility of the Contractor, that all work performed meet the minimum criteria of the standards in the most recent edition of the Manual of Mississippi Standard Specifications for State Aid Road and Bridge Construction, unless a deviation order has been issued by the office of the County Engineer or the County Road Manager, prior to the beginning of any work.

**Warning Signs:** The Contractor shall, before beginning of any work in any area, place proper legal warning signs in accordance with the requirements of the latest edition of the Mississippi Standard Specifications of State Aid Road and Bridge Construction Manual and the manual on Uniform Traffic Control Devices.

**Mobilization:** The Contractor shall coordinate, with the County Road Manager, all routes of delivery to any location, before any material or equipment is transported on any county roadway, at which time weight limits, speed limits and other pertinent information may be discussed.

**Insurance:** The Contractor shall have a current Certificate of Liability and Workmen Compensation Insurance, in such amount necessary that no liability for work performed shall be burdened on the Board of Supervisors, County Road Manager, or their authorized representatives, at any time. No order to proceed shall be issued until copies of certification are on file in the office of the Clerk of the Board of Supervisors.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

Paint Striping	Paint				90Mil Hot Plastic		
		4"	6'	,	4"	6"	
Detailed Stripe / linear ft	\$		\$	\$	;	\$	
Skip Yellow / linear mile	\$		\$	\$	;	\$	
Continuous Yellow / linear ft	\$		\$	\$	;	\$	
Continuous White / linear ft	\$		\$	\$	;	\$	
Raised Markers		Eac 4"	ch 6'	,	Installe 4"	ed 6"	
Temporary Raised Markers	\$		\$	\$	:	\$	
2 Way Amber	\$		\$	\$		\$	
2 Way Clear	\$		\$	\$	:	\$	
Company Name			<u>_</u> N	Mississippi Lice	nse Number		
Address		_	-	Company Repres	sentative (Pri	nt Name)	
City St Zi	City St Zip		(	Company Repres	sentative Sign	nature	
Phone Fax			Ī	Date			

## **2021 BID • GRANULAR MATERIALS**

**General:** Sealed bids will be received for the placement of clay gravel at assigned areas on public roads throughout the county as designated by the County Road Manager, and delivered to the Central Maintenance Headquarters' Stockpile located at 5250 Old Mhoon Landing Road. All prices shall be valid for a period of not less than **fifteen** (15) months from the date of bid acceptance by the Tunica County Board of Supervisors. All granular materials delivered shall conform to the following specifications:

All work performed shall be in accordance with State Aid specifications for Road and Bridge Construction; more specifically, that part pertaining to (Class 1, Group E) granular material, Section 703, of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

The Contractor shall bid on a per ton basis, including all labor, transportation, machinery and any other items necessary for delivery to any point of destination within Tunica County.

**Warning Signs:** The Contractor shall, before the beginning of any work in any area, post the proper legal warning signs in accordance with Section 400 of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

**Insurance:** The Contractor shall have a current Certificate of Liability and Workman Compensation Insurance in such amount necessary that no liability for the repair work performed shall be burdened on the Tunica County Board of Supervisors, County Road Manager, or their authorized representative at any time. No order to proceed shall be issued until copies of certificate are on file in the office of the Clerk of the Board of Supervisors.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

Bid prices shall be valid for a period of not less than <u>fifteen (15) months</u> from the date of bid acceptance by the Tunica County Board of Supervisors.

Tunica County reserves the right to increase or decrease yardage at unit price bid.

Successful bidder shall furnish Tunica County with a moisture content analysis for each two (2) days hauling or 5,000 tons of material in place.

Item		Bid Price		
Clay Gravel In	Place:	\$ per ton		
Clay Gravel at	Stockpile:	\$ per ton		
Company Name		Mississippi License Number		
Address		Company Representative (Print Name)		
City	St Zip	Company Representative Signature		
Phone	Fax	Date		

#### 2021 BID • SAND & GRAVEL

**General:** Sealed bids will be received for sand and gravel. All bids pertaining to these items shall be based on price per ton, loaded on county trucks at the pit, delivered to Central Maintenance Headquarters, and delivered throughout the County. All prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors. All granular materials delivered shall conform to the following specifications:

All items listed below shall conform to Section 700 of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

Due to location of these materials, the dependability of equipment necessary to produce the material, the climatic effects governing accessibility to the pit and the excessive overhead that must be absorbed by the County, due to idle equipment and manpower should the successful bidder's pit become inoperable, the County reserves the right to purchase the material elsewhere, until such time that the accepted vendor's pit becomes operational and alternate bids will be accepted for these reasons.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

**Warning Signs:** The Contractor shall, before the beginning of any work in any area, post the proper legal warning signs in accordance with Section 400 of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

Item			f.o.b. Plant	f.o.b. Headquarters	f.o.b. thru-out County
<b>Washed Gravel</b>			\$	<b>\$</b>	\$
Sand			\$	<b>\$</b>	\$
Oversized Gravel			\$	<b></b> \$	\$
Company Name				Mississippi License Nu	mber
Address				Company Representative	ve (Print Name)
City	St	Zip		Company Representativ	e Signature
Phone	Fax			Date	

## **2021 BID • MATT & SEAL**

Sealed bids will be received for Matt and Seal.

**General Conditions:** All materials delivered shall conform to Section 700 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction Manual.

Bid prices shall be made on the basis of materials F.O.B. plant, F.O.B. County Headquarters, and F.O.B. delivered throughout the county. All bids shall be valid for a period of not less than **fifteen (15) months**.

Mobilization of products shall be coordinated with the County Road Manager for all routes of delivery on county roadways.

Vendor shall submit a current Certificate of Liability Insurance in such amount that no liability of product being delivered shall be a burden to the Tunica County Board of Supervisors or any of their authorized representatives at any time. Insurance certificate shall be on file with the Clerk of the Board of Supervisors before order to proceed shall be issued.

**Warning Signs:** The Contractor shall, before the beginning of any work in any area, post the proper legal warning signs in accordance with Section 400 of the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction Manual.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Board of Supervisors, for any approved invoices in the Office of Accounting on or before the 20<sup>th</sup> of the month of which work was performed.

Item			f.o.b.	<i>f.o.b.</i>	<i>f.o.b.</i>	
thru-out			Plant	Headquarters	County	
4" – 3" Limesto	one		\$		\$	
#57 Washed 11/2	2" Limestone		\$	\$	\$	
#8 Limestone			\$	\$	\$	
Limestone Base Material (610)  4" x 0 Limestone Screenings		)	\$	\$	\$	
1/4" x 0 Limesto	ne Screenings		\$	\$	\$	
Rip Rap 200lbs down		\$	\$	\$		
Company Name			Missi	issippi License Number		
Address			Comp	pany Representative (Print	Name)	
City	St	Zip	Comp	pany Representative Signat	ure	
Phone	Fax		Date			

## 2021 BID • CORRUGATED ROUND METAL PIPE

All pipes shall be copper steel corrugated metal and shall conform to Section 700 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.

All bids shall be on the basis of a price per linear foot. Successful bidder must be equipped to deliver pipe in requested continuous length, in a minimum delivery time of 5-7 working days, after an Order to Purchase has been issued. Any deviation from this form may be cause for rejection of bids. Pipe bid shall be F.O.B. Tunica County Central Maintenance Headquarters, 5250 Old Mhoon Landing Road, Tunica, Mississippi.

It is understood that the Board may advertise for bids for specific quantities and size of a pipe (up to sixty (60) feet in continuous length) and accept or reject any and all bids received. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

tem	Λ	Max Length		Bid Price		Delivery Time	
12" CMP – 16 gauge	_		ft \$	<u> </u>	per ft		_
15" CMP – 16 gauge	_		ft \$	)	per ft		_
18" CMP – 16 gauge	_		ft \$	)	per ft		_
24" CMP – 16 gauge	_		ft \$	)	per ft		_
30" CMP – 14 gauge	-		ft \$	S	per ft		_
36" CMP – 14 gauge	_		ft \$	<u> </u>	per ft		_
42" CMP – 12 gauge	-		ft \$	S	per ft		_
48" CMP – 12 gauge	_		ft \$	<u> </u>	per ft		_
54" CMP – 12 gauge	-		ft \$		per ft		_
60" CMP – 10 gauge	_		ft \$		per ft		_
66" CMP – 10 gauge	_		ft \$	<u> </u>	per ft		_
72" CMP – 10 gauge	-		ft \$	5	per ft		_
Company Name				Mississi	ppi License Num	ber	-
Address			_	Compan	ny Representative	(Print Name)	-
City	St	Zip		Compan	ny Representative	Signature	-
Phone	Fax			Date			-

## 2021 BID • CORRUGATED ARCHED METAL PIPE

All pipe shall be copper steel corrugated metal and shall conform to Section 700 of the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction.

All bids shall be on the basis of a price per linear foot. Successful bidder must be equipped to deliver pipe sixty (60) feet in continuous length, in a minimum delivery time of 5-7 working days, after an Order to Purchase has been issued. Any deviation from this form may be cause for rejection of bids. Pipe bid shall be F.O.B. Tunica County Central Maintenance Headquarters, 5250 Old Mhoon Landing Road, Tunica, Mississippi.

It is understood that the Board may advertise for bids for specific quantities and size of a pipe (up to sixty (60) feet in continuous length) and accept or reject any and all bids received. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

Item	Max Length		Bid Pr	rice	Delivery Time
17" x 13" CMP – 16 gauge		ft	\$	per ft	
21" x 15" CMP – 16 gauge		ft	\$	per ft	
28" x 20" CMP – 16 gauge		ft	\$	per ft	
35" x 24" CMP – 14 gauge		ft	\$	per ft	
42" x 29" CMP – 14 gauge		ft	\$	per ft	
57" x 38" CMP – 12 gauge		ft	\$	per ft	
64" x 43" CMP – 12 gauge		ft	\$	per ft	
71" x 47" CMP – 10 gauge		ft	\$	per ft	
85" x 54" CMP – 10 gauge		ft	\$	per ft	
Company Name				Mississippi License Nun	nber
Address				Company Representative	e (Print Name)
City St	Zip			Company Representative	Signature
Phone Fax	Κ			Date	

## 2021 BID • CONCRETE CULVERT PIPE

All materials used in constructing the pipe shall be of such quality as required to produce 3000-psi concrete. Bid price shall be on the basis of delivering to the County Road Department at Tunica, Mississippi. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

Item	Bid Price		Delivery Time
15" Reinforced Pipe, Class III	\$	per ft	
18" Reinforced Pipe, Class III	\$	per ft	
24" Reinforced Pipe, Class III	\$	per ft	
30" Reinforced Pipe, Class III	\$	per ft	
36" Reinforced Pipe, Class III	\$	per ft	
42" Reinforced Pipe, Class III	\$	per ft	
48" Reinforced Pipe, Class III	\$	per ft	
54" Reinforced Pipe, Class III	\$	per ft	
60" Reinforced Pipe, Class III	\$	per ft	
66" Reinforced Pipe, Class III	\$	per ft	
72" Reinforced Pipe, Class III	\$	per ft	
18" Flared End Sections	\$	per ft	
24" Flared End Sections	\$	per ft	
36" Flared End Sections	\$	per ft	
Company Name		Mississippi I	icense Number
Address		Company Re	presentative (Print Name)
City St 2	Zip	Company Re	presentative Signature
Phone Fax		 Date	

## 2021 BID • POLYETHYLENE CULVERT PIPE AND COUPLINGS

ASTM F 405: STANDARD SPECIFICATIONS FOR CORRUGATED POLYETHYLENE PIPE AND

FITTINGS.

ASTM F 667: STANDARD SPECIFICATIONS FOR LARGE DIAMETER CORRUGATED

POLYETHYLENE PIPE AND FITTINGS.

AASHTO M 252: STANDARD SPECIFICATIONS FOR POLYETHYLENE CORRUGATED DRAINAGE PIPE.

AASHTO M 294: STANDARD SPECIFICATIONS FOR CORRUGATED POLYETHYLENE PIPE.

PIPE LENGTHS: 20' STANDARD OR 30

Diameter	Corrugated	Pipe	Smooth Interior	· Pipe	Couplings
10"	\$	_ ft	\$	_ per ft	\$
12"	\$	_ ft	\$	per ft	\$
15"	\$	_ ft	\$	per ft	\$
18"	\$	_ ft	\$	per ft	\$
24"	\$	_ ft	\$	per ft	\$
30"	\$	_ ft	\$	per ft	\$
36"	\$	_ ft	\$	per ft	\$
42"	\$	_ ft	\$	per ft	\$
48"	\$	_ ft	\$	per ft	\$

**General:** Priced quoted shall be F.O.B. Tunica County Central Road Headquarters, Tunica, Mississippi. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

Company Name		
Company Representative		
City	St	Zip
Phone	Fax	
Telephone	Date	
Mississippi License Num	lber	

## **2021 BID • ROAD SIDE CHEMICALS**

Bid price shall include the appropriate qualities and quantities as per bid. All chemicals will be shipped F.O.B. Tunica County Central Maintenance Headquarters, Tunica, Mississippi, unless otherwise specified by the Tunica County Board of Supervisors. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

The undersigned agrees to store all products bid in a safe location, located within the boundaries of Tunica County, Mississippi and can guarantee prompt delivery within one (1) hour after the issuance of the Order to Purchase.

Quantities quoted can be based on approximately 150 gallons of each of the following items.

**Payment:** The amount of work performed shall be paid in full no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors, for any approved invoices in the Office of Accounting, on or before the  $20^{th}$  day of the month of which the work was performed.

Item			Bid Price	
2,4-D Amine (a	approximately 2	260, STD Wire Tote)	\$	per gal
Turf Trax Blu	e (approximatel	ly 50gal, 2x2.5gal)	\$	per gal
Oust XP (appr	oximately 72lb,	8x3lb)	\$	per gal
Espianade (ap	proximately 20g	gal, 4x1qt)	\$ \$	per gal per gal
Makaze (appro	oximately 260ga	al, STD Wire Tote)		
Surfactant (approximately 150gal, 80-20)			\$	per gal
Company Name			Mississippi License	Number
Address			Company Representa	ative (Print Name)
City	St	Zip	Company Representa	ative Signature
Phone	Fax		Date	

## **2021 BID • GRADER BLADES**

Sealed bids will be received for the purchase approximately 425 cutting edges. All products shall be shipped F.O.B. Tunica County Road Department. Bid prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

All bids shall meet or exceed the following specifications:

- 1) Standard curved double bevel grader cutting edges 5/8" in thickness, 8" in height, and 84" in length
- 2) State Highway standard punching
- 3) Square counter-sunk holes for 5/8" cutting edge bolts
- 4) Square ends
- 5) Painted
- 6) Built from the highest quality hot rolled C1084 steel meeting or exceeding the following analysis:
  - a) Carbon, .80 .90
  - b) Manganese, .60 .90
  - c) Phosphorus, .04 maximum
  - d) Sulphur, .05 maximum
  - e) Silicon, .30 maximum
  - f) Brine/Hardness Range 250 300
- 7) Delivery date shall be no later than thirty (30) days after the issuance of the Order to Purchase
- 8) Full payment shall be no later than ten (10) days after the regular meeting of the Tunica County Board of Supervisors following the delivery and acceptance of cutting edges

Item	Price/Linear Foot	Total Price/Blade	
5/8" thick x 8" height x 84" length	\$		
Company Name	Mississipp	vi License Number	
Address	Company	Representative (Print Name)	
City St Zip	Company	Representative Signature	
Phone Fay			

## **2021 BID ROAD SIGN POSTS**

The Tunica County Board of Supervisors will accept sealed bids until 4:00 p.m. o'clock a.m., Monday, September 20, 2021 in the Board Room of the Tunica County Supervisors, in the Tunica County Courthouse, located in the Town of Tunica, Mississippi for the following items. Bid prices shall be valid for a period of not less than <u>fifteen (15) months</u> from the date of bid acceptance by the Tunica County Board of Supervisors. All prices shall be F.O.B. Tunica County Road Department, Tunica, Mississippi, including all freight and other handling charges. Items bid shall meet or exceed these specifications:

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- a) U-Channel 3 lb per foot
- b) Green Acrylic Coated
- c) High Tensile Strength
- d) Withstand Wind, Resist Bending
- e) Manufactured to meet ASTM A499 & meet MUTCD Standards

Size			Qty 1-24	Qty 25	-50 Qty	50/more
10 foot U-Channel	Posts (3lb/ft) \$	S		\$	\$	\$
12 foot U-Channel Posts (3lb/ft) \$			\$	\$	\$	
Company Name						
Company Represer	ntative					
Address						
City	St	Zip				
Telephone		Date				
Mississippi License	e Number					

The Tunica County Board of Supervisors will receive sealed bids for the Tunica County Lawn and Park Mowing. Bid prices shall be valid for a period of not less than <u>fifteen (15) months</u> from the date of acceptance by the Tunica County Board of Supervisors. All bids shall be submitted in accordance with specifications on file in the office of the Tunica County Chancery Clerk.

#### SCOPE:

The contractor shall provide all necessary equipment, labor, supplies, or any other items necessary to cut and maintain certain parks and lawns throughout the county of Tunica, MS.

#### CONTRACTOR RESPONSIBILITY:

- A. From commencement until completion and final acceptance by the "County", the work under this contract shall be under the charge and control of the Contractor, and during such period of control by the Contractor all risks in connection with the work and the materials to be used shall be borne by the Contractor.
- B. The Contractor shall be fully responsible for the safety and protection of all persons and of all work connected with this Contract. The Contractor shall use proper precautions to fully protect all persons, his own work, and the property of the County and others from injury and damage, and shall make good damage and injury to property belonging to the County and others caused by himself and/or his employees through negligence, carelessness, or any other cause.

## SITE OF WORK:

- A. The following properties shall be visited by each Contractor submitting a proposal to inform himself as to the nature and scope of all work to be done, and all difficulties that may be involved therein. Contractors may be shown sites by contracting the Tunica County Road Manager's office, located in the Central Maintenance Headquarters at 5250 Old Mhoon Landing Road.
- B. Properties of this Contract

#### Lawns:

1. <u>Hambrick Road Community Building</u> located on Hambrick Road, just south of Robinsonville; \*this will <u>ONLY</u> be moved when advised to do so by the County Road Manager, please <u>DO NOT</u> mow until otherwise advised.

Includes: All lawn areas owned by County

2. <u>Tunica County Economic & Development Complex</u>, also known as "Presidents Building", located on U.S. Hwy 61 S, just south of Tunica

Includes: All lawn areas owned by County.

- 3. <u>Tunica Medical Clinic</u> located on U.S. Hwy 61 N, just north Town of Tunica *Includes:* All areas owned by County
- 4. <u>Tunica Resorts Medical Clinic</u> located on U.S. Hwy 61 N in Robinsonville *Includes:* All areas owned by County
- 5. <u>Tunica Health Department</u>, located on Old Mhoon Landing Road

Includes: All areas owned by County

- North Substation Complex, includes Robinsonville Sheriff's Office, Fire Station and Job Services Bldg, located on Casino Strip Resort Blvd in Robinsonville Includes: All areas owned by County
- 7. <u>Department of Human Services</u>, also known as "Welfare Dept", located on West Edwards Street in the Town of Tunica County

Includes: Front and side lawn areas

8. <u>"Administration Complex"</u> includes Administration Building and Farm Services Building, located on South Court Street in the Town of Tunica County

Includes: Lawn area from Covenant Bank to Kenny Hill Avenue and Grass area of adjacent parking lot on east side of Kenny Hill

9. <u>River Park</u> located on River Park Drive just off Fitzgerald's Boulevard in Robinsonville.

Includes: All grassy lawn areas and berm slopes owned by County

(Continued)

#### Parks:

- 1. <u>Dubbs Park</u> located at 1660 Four Hundred Rd in Dubbs Community
- 2. White Oak Park located at 1269 South Ave in White Oak Subdivision
- 3. Beatline Park located at 1765 Beatline Rd in New Subdivision
- 4. McConnell Park located at 1015 Cotton St in New Subdivision
- 5. Old Sub Park located on Union Street in the Old Subdivision
- 6. <u>North Park Community Park</u> located at 1240 North Park Cove, north of Old Subdivision, swimming pool area
- 7. Mhoon Landing Park located on Mhoon Landing Road over MS River Levee
- 8. Hambrick Park located at 971 Church St in Hambrick Subdivision
- 9. Austin Park located at 1224 Austin Road in Austin Community and includes the voting booth
- 10. Sledge Park located at 1060 Crenshaw Rd in Dundee Community
- 11. Verner Park located at 3094 Verner Rd in Verner Road Community and includes the voting booth
- 12. Kimble Park located on Kimble Road in Little Texas Community
- C. The submission of a proposal by the Contractor to the Tunica County Board of Supervisors shall be accepted as evidence that such examination has been made, and that all difficulties encountered have been provided for.
- D. Contractor Supervision:
  - The Contractor, or his duly authorized agent, shall be present at the site whenever the work is in progress.
- E. Care of Work:

The Contractor shall indemnify and save harmless the "County", its agents and its employees from all claims, suits or proceedings of any nature whatsoever which may be brought against the County, its agents or its employees on account of any injuries to persons or property caused by any act of the Contractor or his agents or servants.

F. Workmanship:

All work shall be performed in a finished and workmanlike manner, and in accordance with the best, recognized trade practices.

G. Contractor Insurance:

Before any work is begun by the Contractor, the Contractor shall furnish certified proof of Workman's Compensation Insurance, and Public Liability and Property Damage Insurance; this shall be in at least the amount of \$1,000,000 (Combined Single Limit).

H. Damage to Property:

The Contractor shall carry on his operation in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrails, utilities, delineators, or other structures. The Contractor shall not mow during wet conditions where turf damage or rutting would occur. In the event damage occurs to the County Property by reason of mowing operations, the Contractor shall replace or repair the same at his own expense to the original condition and as directed by the Road Manager. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the Department, the cost of such work shall be deducted from monies due the Contractor.

I. Equipment:

The Contractor shall certify to the Road Manager that the equipment to be used on this contract is in good condition and is suitable and safe for mowing of park and lawn areas and for performing the work required under this contract. Sufficient equipment and accessory items necessary for efficient operation and completion of the cycle in the designated time shall be provided. All rotary-type mowers shall be equipped with skirt guards, which restrict foreign objects from being thrown out from the cutting unit enclosures. Mowers shall be equipped so as to conform to prevailing Occupational Safety Health Act Standards.

- J. Description of Work:
  - 1. All park areas shall be maintained on a minimum of ten (10) day intervals, or as needed, unless otherwise specified by the Tunica County Road Manager, at a minimum height of not more than 2½ inches, except in ball field areas. All playing areas of ball field shall be cut and maintained at a minimum height of not more than 1½ inches above ground level (this may require additional cutting, therefore a price will be requested for Ball Field Area). Field area and bleacher area must at all times be cut with lawn type rotary cutter only. Outlying areas may be cut with a rotary cutter of Contractor's choice, providing that grass does not exceed specified cutting height.
  - 2. Lawns: Preliminary lot inspection shall be performed upon request. Written reports will be filed with the County. The grass shall be mowed during the growing season as to maintain a height between 1½ inches and 3 inches. Mowers shall be kept sharp at all times, and shall be set at 1½ inches in height for winter and spring; and 2 inches in height for summer. Care shall be taken so that mowing machines will not scar tree trunks, damage shrubbery, or damage tur

(Continued)

3. In all cases moving equipment shall be maintained in good working condition, keeping safety shields and equipment in place at all times.

#### K. Trimming:

- 1. Special tools or trimmers shall be used as necessary, around sign posts, trees, shrubs, flowerbeds, guardrails, bleachers, fences, or other margins of parks and grounds to maintain a neat appearance.
- 2. Herbicidal chemicals may be used at <u>Contractor's Expense</u> in certain areas, only after the approval of the "County" and in no case shall the Contractor or any of his agents apply any chemical without certified proof of a current approved applicators license.

#### L. Removal of Debris:

- 1. Contractor shall include in his bid any debris, limbs, paper, tires, bottles, cans, or any other items that may multiply litter appearance by mowers destruction shall be removed before any mowing is begun.
- 2. The site shall be maintained and kept clean and free from rubbish, unused materials and equipment during the contract period. The Contractor shall remove all excess grass from sidewalk, street, and doorways; and maintain the site in a neat and orderly condition at all times.

#### M. Method of Payment:

The mowing shall be paid on per park or lawn, per cutting basis, or on a per man per machine basis, where specified. The Contractor shall request a <u>Purchase Order</u> before each cutting cycle and submit a bill for work performed to the Office of the County Administrator on or before the <u>20<sup>th</sup> day</u> of the month for approval and payment by the Board of Supervisors.

## N. Conditions of Termination:

- 1. The work shall be performed professionally in a reasonable time so as to insure that the properties are maintained in a neat, attractive condition. If the Contractor fails to perform the work in a timely fashion and in accordance with these specifications, written notice of the lack of conformance will be issued by the County. If the work is not corrected within five (5) working days the contract will be canceled and the work sub-contracted for the remaining period of the contract. The Contractor shall be responsible for any excess charges due to the sub-contracting.
- 2. This contract shall automatically terminate at the end of each growing season as determined by the Tunica County Road Manager.
- 3. The Tunica County Board of Supervisors **shall reserve the right to add to or delete from** the contract where it is determined that it may be feasible for County to cut rather than contract.

(continued)

MAINTE	ENANCE
Hambrick Road Community Building*	\$ per cutting
TCEDC Building "President's Building"	\$per cutting
Tunica Medical Clinic	\$per cutting
3. Tunica Resorts Medical Clinic	\$per cutting
4. Literacy Council Building	\$per cutting
5. North Substation Complex	\$per cutting
6. Department of Human Services	\$per cutting
7. Administration Complex	\$per cutting
8. River Park	\$per cutting
TOTAL ALL LAWNS #1-9	\$per cutting
PER HOU	UR BASIS
1. 1 Man, 1 Mower per Hour (15hp minimum)	\$
2. 1 Man, 1 Weedeater per Hour	\$
3. 1 Man, 1 Blower per Hour	\$
PAR	RKS
1. Dubbs Park	\$per cutting
2. White Oak Park	\$per cutting
3. Beatline Park	\$per cutting
4. McConnell Park	\$per cutting
5. Old Sub Park	\$per cutting
5. North Park	\$per cutting
7. Mhoon Landing Park	\$per cutting
8. Hambrick Park	\$per cutting
9. Austin Park	\$per cutting
10. Sledge Park	\$per cutting
11. Verner Park	\$per cutting
12. Kimble Park	\$per cutting
TOTAL ALL PARKS #1-12	\$per cutting
LAWN AND PARK MOWING	G BIDDER INFORMATION
Company Name	
Address	Company Representative (Print Name)
City St Zip	Company Representative Signature
Phone Fax	Date
1 ua	Duic

Insurance Contract #

**Insurance Company** 

## **2021 BID • VEHICLE SERVICE**

Sealed bids will be received for the Service to County Vehicles. All prices shall be valid for a period of not less than **fifteen (15) months** from the date of bid acceptance by the Tunica County Board of Supervisors.

#### General Conditions:

- B) All lubricants, filters, or other items installed shall meet or exceed manufacturer's requirements
- C) Service chart shall be submitted with each invoice certifying odometer reading and work performed
- D) Any lubrication, filter, or other items installed, not recommended by manufacturer of vehicle or its warranty, shall carry the liability of the service vendor should the warranty be void or rejected
- E) All work shall be performed within the boundary of Tunica County
- F) Service vendor shall be responsible for all work performed, failure due to poor workmanship shall be the full responsibility of the vendor
- G) Prices shall include labor, materials, and installation charges
- H) Tunica County Board of Supervisors reserves the right to reject any and all bids
- I) Vendor shall be responsible for proper disposal of lubricants, filters, etc

#### Material Specifications:

- A) Engine Oil
  - 1) Only oil recommended by the vehicle's manufacturer shall be installed into vehicle, oil used shall carry American Petroleum Institute (API) approval and "Starburst" symbol signifying type engine approved for. Approved oil shall have viscosity rating recommended by manufacturer for the use of such vehicle and the climate conditions of the area. (Motorcraft Requested)
  - 2) Oil replacement intervals shall not have odometer readings of less than 2500 miles, nor exceed 5000 miles between changes or a period not to exceed six (6) months
- B) Filters
  - 1) <u>Engine Oil Filter</u> shall be replaced within a manufacturer's approved new filter at each oil change interval. (Motorcraft for Ford, AC-Delco for GM products)
  - 2) <u>Engine Air Filter</u> shall be replaced when: Filter indicator requires change; Visual inspection requires change; Every 40,000 miles or odometer mileage
  - 3) <u>Transmission Filter</u> shall be replaced with new manufacturer's approved filter and oil; not less than every 50,000 miles or at manufacturer's recommendations. Price bid shall include installation.
- C) Lubricants

Phone

- 1) Chassis Lubrication: All chassis lubricant used shall meet or exceed manufacturer's requirements of GLGI Grade 2, Category LB, GC-LB, or other if vehicle warranty may specify.
- 2) Wheel Bearing: All lubricants shall meet or exceed manufacturer's recommendation of NLGI Grade 2, GC, GC-LB, or other if vehicle warranty may specify.
- 3) Differential: All vehicles shall use a manufacturer's approval S.A.E. 80w-90, unless equipped with a limited slip axle, which shall have only manufacturer recommended lubricants installed or added to.
- 4) Transmission: Different makes and models carry different transmission fluids. "Only" manufacturer approved transmission fluids will be approved and accepted for payment. (Check manual before you pour)
- D) Hydraulic Brake and Clutch: Only fluids recognized and recommended by manufacturer shall be installed.
- E) Engine Coolant: Only manufacturer recommended coolants shall be used to fill or refill coolant system to maintain a freezing safety zone to not more than  $-10^{\circ}$  Fahrenheit.

Product	Product Name	Type/Part #	Price
Engine Oil			\$
Engine Oil Filter			<u> </u>
Engine Air Filter		<del>_</del>	<u> </u>
Engine Coolant		<del>_</del>	<u> </u>
Transmission Oil		<del>_</del>	<u> </u>
Transmission Filter (installed)			<u> </u>
Chassis Lub			<u> </u>
Brake Fluid		_	\$
Differential Lub			<u> </u>
Service Type	Type Oil	Type Filter	Cost
Oil Change & Service			
Company Name		Mississippi Licens	se Number
Address		Company Represe	ntative (Print Name)
City St	Zip	Company Represe	ntative Signature

Date

Fax

## **2021 COUNTY RIGHT-OF-WAY MOWING**

The Tunica County Board of Supervisors will receive sealed bids on Monday, September 20, 2021 at 4:00p.m. o'clock a.m. in the Board of Supervisors Room at the Tunica County Courthouse located at 1300 School Street in the town of Tunica, MS for the mowing of specified sections of County Right-of-Way.

The contractor shall bid on a monthly basis for the months beginning on or about October 1, 2021 and ending two (2) weeks after the  $1^{st}$  killing frost.

## 2021 COUNTY RIGHT-OF-WAY MOWING SPECIFICATIONS

(continued)

#### I. GENERAL REQUIREMENTS

- A. The owner reserves the right to accept or reject any or all bids submitted.
- B. Definitions:
  - 1) The term "owner" refers to Tunica County, MS, the agency that contracted the performance of the work.
  - 2) The term "contractor" refers to the person, partnership, corporation, or agency that will perform the work hereby described.
  - 3) The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals, or other unusual factors. It does not include damage caused by the contractor's actions; lack of reasonable care.
  - 4) The term "ROW" refers to the right-of-way of the specified highway or road; the non-gravel shoulder, grass of which is to be maintained under this contract.
- C. Insurance: The contractor shall at all times during the contract maintain in full force and effect Workmen's Compensation, Comprehensive General Liability and Automobile Liability Insurance as required below (minimum of \$1 million). Evidence of the required insurance coverage shall be furnished on an acceptable certificate form to the owner. Such insurance shall contain a provision for 30 days prior notification to the owner in the event of cancellation of any of the policies indicated in the certificate form.
  - 1) Worker's Compensation Insurance: The contractor shall be responsible for maintaining Worker's Compensation for the course of the project. Worker's Compensation coverage shall be written in accordance with the Mississippi statutory provisions.
  - 2) Comprehensive General Liability: The contractor shall be responsible for maintaining comprehensive general liability insurance for the course of the project. It shall include premises-operations, independent contractor's coverage, and broad form property damage coverage. The bodily injury and property damage limits of liability shall be no less than \$1,000,000 General Aggregate/\$1,000,000 Products-Completed Operations Aggregate/\$500,000 Each Occurrence.
  - 3) Comprehensive Auto Liability: The contractor shall be responsible for maintaining automobile liability coverage for the course of the project. It shall include coverage for all owned, hired, and non-owned vehicles. The bodily injury and property damage limit of liability shall be no less than \$300,000 Combined Single Limits or \$300,000 Bodily Injury-Each Person/ \$300,000 Bodily Injury-Each Accident/\$100,000 Property Damage.
  - 4) Contract Security: The contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract, and also a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price or in a penal sum not less than that prescribed by State or local law as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond shall be separate instruments.
- D. Additional Work: All requests for work that will require additional payment must be in writing. Contractor should not start work until the owner has approved the request for additional work in writing. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment.
- E. Existing Conditions, Examination of Site: By the act of submitting a bid on this work, the contractor shall be considered to have examined both the areas and these specifications, and to have thoroughly familiarized himself/herself with the scope of the required work.
- F. Loss Prevention: The owner may take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving these areas. Such action on the part of the owner shall not relieve the contractor of any responsibilities related to the problem.
- G. Safety:
  - 1) No part of this work shall be performed in any location or manner that may endanger the health, safety, or welfare of the public now or in the future. Means, methods, techniques, sequencing, etc. are the sold responsibility of the contractor.

- 2) The contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the contractor shall defend, indemnify, and hold the owner and tenants harmless from any and all liability, real or alleged, in connection with the contractor's performance of work on this project, excepting for liability arising from the negligence of the owner or tenants
- 3) The importance the owner attaches to public safety and workplace safety cannot be overemphasized. The owner reserves the right, at its discretion, to suspend work or cancel this contract if the proper safety precautions are not being observed.
- 4) Public convenience and uninterrupted traffic flow shall also be of prime importance.
- 5) Applicable provisions of the following are incorporated into this contract as a part of the specifications for this project:
  - a) Current Manual on Uniform Traffic Control Devices (MUTCD) (See particularly Part 6)
  - b) Mississippi Department of Transportation Standard Specifications (See particularly Sections 107.06, 107.07, 107.10)
  - c) All current federal and state safety requirements and regulations.
- 6) All equipment shall be maintained and operated in accordance with existing State Law and all traffic control devices shall conform to the Manual on Uniform Traffic Control Devices and current NCHRP requirements.

## H. Laws, Codes, and Ordinances:

- 1) Any requirements of this specification that conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The contractor shall notify the owner immediately of any such requirement found in this specification.
- 2) The contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and/or his/her employees.
- I. Employment of Owner Personnel: The contractor shall not employ any person or persons of the owner for any work required by the term of the contract, without first obtaining the written permission of the owner.
- J. Non-Discrimination: The owner adheres to a policy of equal opportunity in employment which prohibits unlawful discrimination in hiring based upon race, color, creed, sex, age, national origin, physical handicap, and other such disability which has been or may be made unlawful by federal, state or local law. The contractor covenants and agrees that in its conduct under this contract, it will follow these same policies.

## K. Time of Performance/Liquidated Damages

- 1) Time is of the essence in this agreement. It is essential to complete all work in this contract within the time limits specified.
- 2) Should the owner find that the contractor failed to meet the time requirements of this contract, the sum of \$500 per day shall be deducted as liquidated damages from monies due the contractor for each work day in excess of the specified number of work days per cycle until the cycle is complete.
- L. Contract Term: This agreement shall be for a period of not less than **fifteen** (15) **months** unless terminated earlier under the provisions contained herein, with the terms noted as follows:
  - 1) The term of fifteen (15) months commencing on or about October 1, 2021 and shall conclude on the 31<sup>st</sup> day of December, 2022;
  - 2) If the work to be performed under this contract is abandoned by the contractor or if the contract is subcontracted or assigned without the prior written consent of the owner; or if the contractor is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the contractor or any of his property; or if the work under this contract is being unnecessarily delayed, or the contractor is violating any of the material conditions of the contract; or that the contractor is executing the same in bad faith or otherwise not in accordance with the terms of said contract; then, in the event any of the foregoing occurs, the owner may serve written notice upon the contractor of the owner's intention to terminate the contract.

- Further, it is agreed that in the event the contractor shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of the creditors is made, or the contractor is insolvent or fails in business, this contract shall not be an asset to the contractor.
- 3) Unless within fifteen (15) days after the serving of such notice satisfactory written agreement is made for continuance, the contractor shall be deemed in default and the contract terminated. The owner will order the surety to arrange for the prosecution of work in conformance with Section 108.08 of the 1990 Edition of the Mississippi Standard Specifications for Road and Bridge Construction and any special provisions to said section in effect at that time.
- 4) When the owner orders termination of a contract effective on a date certain under this article, all satisfactorily completed items of work as of that date will be paid for at the contract unit price.
- 5) The owner reserves the right to terminate this contract in the event of a natural disaster or a financial crisis. Contractor will be notified per written notice and contract will be null within 10 days.

## M. Bid Date & Requirements

1) The Tunica County Board of Supervisors will receive bids for the above specified work until 4:00 p.m. on Monday, September 20, 2021 in the room of the Board of Supervisors located in the Tunica County Courthouse, 1300 School Street, Tunica, MS. The Board reserves the right to reject any and all bids submitted, and reserves the right to determine the lowest and best bid.

#### 2) Requirements:

a) All bids must be sealed and properly marked on the bottom left-hand corner on the outside of the envelope:

Sealed Bid: County Right-of-Way Mowing Open Date: Monday, September 20, 2021 at 4:00 p.m.

- b) All bids shall be delivered to and received by the Chancery Clerk for the Board of Supervisors and show proof of receipt.
- c) Bids shall show proof of insurance and bond requirements.
- d) Two copies of proposed bid shall be submitted.
- e) Bid shall be valid for 45 days from bid date.
- f) Bids will not be received after 4:00 pm, Monday, September 20, 2021

## N. Consumer Price Index

 Upon the anniversary date of this contract, the compensation paid by the County to the Contractor shall be increased or decreased by no more than 100% of the same percentage changes in the United States Department of Labor All Items Consumer Price Index (CPI) established for the southeast region.

## II. SCOPE OF WORK

- A. The contractor shall provide regular mowing services to include the following R.O.W. areas: along U.S. Highway 61 to include shrubbery and flower beds from approximately 100 yards north of the Desoto County line to approximately .4 (four tenths of a mile) south of the Highway 304/Highway 61 intersection; Casino Center Drive from U.S. Highway 61 to approximately 2.8 miles west to Casino Health Center (just prior to crossing MS River Levee); Casino Strip Resorts Boulevard from U.S. Hwy 61 approximately 6.8 miles west and ending at the point where the pavement ends; Casino Way from the intersection of Casino Strip Resorts Boulevard approximately 3.75 miles west ending at the intersection of Casino Center Drive; Fitzgerald's Boulevard from the intersection of Casino Strip Resorts Boulevard approximately 1.25 miles northwest and ending across the bridge at the stop sign entering the parking lot of Fitzgerald's Casino; Harrah's Parkway North from the intersection of U.S. Hwy 61 approximately 2.5 miles northwest and ending at the intersection of Harrah's Parkway South; and Harrah's Parkway South from the intersection of U.S. Hwy 61 approximately 1.5 miles southeast and ending at the intersection of Harrah's Parkway North.
- B. The term of the contract is from the date of Notice to Proceed until the first killing frost. Award of the work will be based on a monthly cutting rate.
- C. The contractor shall provide at his/her own risk all labor, materials, taxes, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this specification.
- D. Any facilities or property damaged or destroyed as a result of the contractor's operations at the site shall be repaired or replaced at the contractor's expense.

#### III. CARE OF TURF

- 1) Weed control of Hard Surfaces:
  - a) Weeds in sidewalks, curbs, gutters, driveways, or non-roadway pavement shall be removed or killed weekly as the weeds emerge. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price.

## 2) Mowing:

- a) Turf areas shall be kept in a healthy and vigorous condition. Turf height of Hybrid Bermuda is not expected to exceed two inches, of the predominately Common Bermuda areas is not expected to exceed three inches, and of the predominately other grasses areas is not expected to exceed five inches. The one-third rule—mow often enough so that there is no more than one-third height reduction at any one mowing—will be the governing factor.
- b) Mow and trim turf as scheduled and maintain an even, well-groomed appearance from March through the growing season until first killing frost.
- c) Removal of visible grass clippings and disposing of them off-site is not required; however, upon completion, a mowed area shall be free of clumped grass and tire tracks or ruts from mowing equipment.
- d) Contractor shall remove all litter and trash from the turf area prior to initiating any mowing. (Note: Tunica County personnel will clean the area once each week but new trash and litter on the site must be removed by the contractor prior to mowing. For excessive litter, the contractor will contact Tunica County for assistance prior to mowing.)
- e) All mowing equipment shall be finished turf mowers, Commercial Wide Area Mower, or equal, ("bush-hog" highway mowers are not to be used) equipped with sharp blades so as not to tear, but cleanly cut, the blades of grass.
- f) All shrub and seasonal color beds and tree mulch rings are to be neatly edged with metal edgers. Weed-eaters may be used if a clean, definitive edge to the bed is achieved. All edging must be accomplished concurrently with mowing operations.
- g) All trees, poles, signs, fences, shrub beds, culvert ends, and other areas that are not able to be mowed are to be trimmed closely. All trimming shall be accomplished maintaining the 2 to 4-inch cutting height of the adjacent turf. All trimming must be accomplished concurrently with mowing operations. Chemical edging with the prior approval of the owner can reduce trimming.
- h) Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass.
- i) Care shall be taken to prevent discharge of grass clippings onto any paved surface such as street, parking lots, sidewalks or driveways and onto adjacent properties, planting beds and tree rings. A material so discharged shall be removed immediately and properly disposed of offsite prior to proceeding with mowing of other areas. Any trash and litter, cut or broken during maintenance operations, shall be completely removed from within the ROW prior to proceeding with the maintenance of other areas.

## IV. COMMUNICATIONS

- A. Regular communication between the contractor and the owner's authorized representative is encouraged.
- B. The contractor is encouraged to ask questions, rather than make assumptions.
- C. The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.

# 2021 RIGHT-OF-WAY MOWING BID TUNICA COUNTY, MS

(continued)

Location	Turf Description	Payment Method	Cost
All grass areas within the ROW along U.S. Hwy 61 to include shrubbery and flower beds from approximately 100 yds north of Desoto County line to approximately 0.4 mile south of Hwy 304/Hwy 61 intersection.	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along Casino Strip Resorts Boulevard from Hwy 61 approximately 7.25 miles west and ending at the point where the pavement ends.	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along  Casino Center Blvd from Hwy 61 to approximately 2.8 miles west to Casino Health Center (just prior to crossing MS River Levee).	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along  Casino Way from the intersection of  Casino Strip Resorts Boulevard  approximately 3.75 miles west and ending at the intersection of Casino Center Drive.	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along  Fitzgerald's Boulevard from the intersection of Casino Strip Resorts Boulevard approximately 1.25 miles northwest and ending across the bridge at the stop sign entering the parking lot of Fitzgerald's Casino.	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along Harrah's Parkway North from the intersection of U.S. Hwy 61 approximately 2.5 miles northwest and ending at the intersection of Harrah's Parkway South.	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$
All grass areas within the ROW along Harrah's Parkway South from the intersection of U.S. Hwy 61 approximately 1.5 miles southeast and ending at the intersection of Harrah's Parkway North.  *ROW equal Right-of-Way	Irrigated & Non-irrigated, Mixed grasses but primarily Bermuda Grass	Per Month:	\$

(Special bid consideration: When forming your quote, please consider that Tunica County will apply herbicides twice per year to eradicate the weeds in its ROWs).

<b>Company Name:</b>	 
Address:	 
City, St, Zip:	 
Phone #:	 
Representative:	 
Signature:	

